THE HON'BLE SRI JUSTICE
GODA RAGHURAM

W.P.No. 11979 of 2007

12-06-2007

Between:

K. Suresh

Petitioner

And

The State of Andhra Pradesh rep., by its
Secretary, Municipal Administration,
Secretariat Buildings, Hyderabad and another.

Respondents.

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Oral Order:

The petitioner was granted a lease for collection of entrance fee and parking fee for cycles etc., in the Municipal Centurion Park, Municipal Corporation, Tirupati for a period of one year in 2002. By subsequent proceedings dated 29-09-2004 the lease was further extended for three more years from 01-04-2004 to 31-03-2006 on enhanced rent. By yet another proceedings dated 01-04-2006 the second respondent extended the existing lease for a further period of three years from 01-

04-2006 to 31-03-2009 on a further enhanced rent of 33% on the existing rental. Petitioner admits that he defaulted on the payment of the lease amounts, but states that this default was on account of the severe financial burden occasioned by the enhanced lease amounts, a condition to which he acquiesced while seeking a further extension of the lease period.

On 30-05-2007 the petitioner was served with a notice dated 27-05-2006 informing him that as per the resolution of the standing committee of the Municipal Corporation dated 23-05-2007 the petitioner has to pay an amount of Rs.5,15,835-00 on or before
31-05-2007; and that in default, action would be initiated under the provisions of the Revenue Recovery Act for the recovery of amounts due and the extended period of lease would be rescinded as per the resolution. Petitioner submitted a representation on 31-05-2007 equivocally admitting the default in payment of installments and seeking further time for complying with the requirements set out in the notice dated 27-05-2006.

In this writ petition, the petitioner's complaint is that notwithstanding the above circumstances, the second respondent has issued an auction notification dated 01-05-2007 calling for bids for the lease of the right to collect entrance fee and parking fee in the Municipal Centurion Park, Municipal Corporation, Tirupathi.

In the light of the circumstances, as the petitioner

admits to the default and as the relationship between the petitioner and the second respondent in respect of the lease of the right to collect entrance fee and parking fee in the Municipal Centurion Park, Municipal Corporation, Tirupathi, is not under a statutory contract; is not governed by any statutory rules; and is at a post-threshold stage of the contract, no public law remedy ought normally to be granted. If the petitioner is aggrieved by the cancellation of the lease in his favour, including on the ground that the cancellation is contrary to the terms of such non-statutory contract, the petitioner is at liberty to seek appropriate relief before the Civil Court of competent jurisdiction. There are no merits.

The writ petition is accordingly dismissed with liberty to the petitioner to pursue appropriate alternative remedies. No costs.

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GODA RAGHURAM, J

Dated: 12-06-2007
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